

#GetCoveredMD

Official Rules

1/31/2015 – 2/8/2015

Maryland Health Connection “#GetCoveredMD” Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. THIS SWEEPSTAKES IS ONLY OPEN TO INDIVIDUALS 18 YEARS OF AGE OR OLDER LEGALLY RESIDING WITHIN THE STATE OF MARYLAND. VOID WHERE PROHIBITED.

1. SWEEPSTAKES DESCRIPTION AND SPONSOR. The Maryland Health Benefit Exchange d/b/a Maryland Health Connection (“Sponsor”), the sponsor of the “Maryland Health Connection ‘#GetCoveredMD’ Sweepstakes” (the “Sweepstakes”), invites eligible individuals to (1) submit an entry form using the “Share Your Story” tab on our official Facebook page, with an optional essay describing why it’s important to have health insurance and how Maryland Health Connection has helped in obtaining coverage; OR (2) complete an entry form at Maryland Health Connection’s table on Jan. 31, 2015, at the Orioles Fanfest.

No purchase of health insurance through Maryland Health Connection, or any other purchase, is required to enter.

The winner will receive one baseball bat autographed by Baltimore Orioles player Adam Jones. Either of the two methods of entry offers an equal chance of selection in the random drawing of one winner. The odds of winning will be determined by the number of entrants.

By participating in this Sweepstakes, you agree to abide by these Official Rules, which constitute an agreement between you and Sponsor. Sponsor reserves the right permanently to disqualify from this Sweepstakes any person it believes has violated these Official Rules.

PLEASE KEEP IN MIND THAT THE COSTS INCURRED IN CREATING AND SUBMITTING AN ESSAY ARE EACH ENTRANT’S SOLE RESPONSIBILITY, AND ENTRANTS WILL NOT BE REIMBURSED BY SPONSOR OR ANYONE ELSE. NO MONETARY PAYMENTS, RESIDUALS, REUSE FEES OR OTHER COMPENSATION WILL BE MADE TO YOU WITH RESPECT TO SPONSOR’S OR ITS DESIGNEES’ USE OF YOUR ESSAY, SHOULD YOU CHOOSE TO SUBMIT ONE.

2. ELIGIBILITY. Sweepstakes open only to individuals who (a) are eighteen (18) years of age or older at the time they enter; and (b) legally reside within the State of Maryland. Employees, officers and directors of Sponsor, its subsidiaries, affiliates, promotion and advertising agencies and anyone involved in the development or execution of the Sweepstakes, the immediate family members (meaning spouses, parents, siblings, children and their respective spouses) of such employees, officers and directors and members of the households of such employees, officers and directors are not eligible to enter or win. **VOID WHERE PROHIBITED.**

3. PHOTOGRAPH AND ESSAY SPECIFICATIONS. If you choose to submit an essay through the Share Your Story form on our official Facebook page, this optional essay must comply with the following content guidelines:

- Your essay must be your original work and may not have been previously published or have won previous awards.
- Your essay may not exceed 200 words, and it must describe why you believe it's important to have health insurance and how Maryland Health Connection has helped you in obtaining coverage for you and your family. You are encouraged to be creative. For example, you might write an essay that is funny or tells the story of something that happened to you, or you might consider submitting a poem or verses that rhyme.
- Your essay may not include unlawful, threatening, libelous, defamatory, indecent, sexually explicit or suggestive, obscene, offensive, vulgar, pornographic or profane material.
- Your essay may not be derogatory of any ethnic, racial, gender, religious, professional or age group and it may not be unnecessarily violent.
- Your essay may not promote alcohol, illegal drugs, tobacco, firearms, any activities that may appear unsafe, any form of hate or any particular political agenda or message.
- Your essay may not defame, misrepresent or contain disparaging remarks about any person, business, company or product.
- Your essay may not advertise or promote any brand or product of any kind without permission; however, for purposes of this Sweepstakes, your essay may refer to, and/or depict, Sponsor and its services.
- Your essay may not contain copyrighted materials owned by others (including quotes, text, photographs, paintings and other works of art or images published on or in websites, television, movies, books, magazines or other media) without permission.
- Your essay may not contain materials embodying the names, likenesses, photographs or other indicia identifying any person, living or dead, without permission.

- Your essay may not contain material that violates the intellectual property, privacy or other rights of third parties, or material that otherwise violates these Official Rules.
- Your essay may not in and of itself violate any applicable law.

In submitting your photograph and essay, you represent and warrant that your essay is original, that you own the right to all material in your essay, and that the use of your essay, or any part thereof, by Sponsor or its designees will not infringe upon the rights of any third party, including, without limitation, any intellectual property or privacy rights.

Sponsor reserves the right to disqualify anyone whose photograph and/or essay fail to meet the requirements of these Official Rules.

4. HOW TO ENTER. The Sweepstakes begins on 1/31/15 at 12:00 AM Eastern Time and ends on 2/8/15 at 11:59 PM Eastern Time (the “Sweepstakes Period”). Only one entry per person is permitted, and your entry must be received by Sponsor during the Sweepstakes Period. No entry fee or purchase necessary to enter or win. Entries, including all essays, become the property of Sponsor upon submission and will not be returned.

To enter, Sweepstakess may EITHER:

- 1) Log on to Facebook (after first creating a free Facebook account if necessary), click to “like” Maryland Health Connection’s Facebook page (www.facebook.com/MarylandConnect), click the [“Share Your Story” tab](#), and complete and submit the online entry form. Sponsor’s computer is the official time-keeping device for this Sweepstakes. When entering, you will be asked to provide your name, city of residence, ZIP code, e-mail address and telephone number, and you may choose to also provide an essay. By completing and submitting the online entry form with optional essay and photograph, you agree that you waive your rights in your photograph and essay and that you assign all rights, title and interest in your essay to Sponsor in accordance with these Official Rules;

OR

- 2) Complete an entry form at Maryland Health Connection’s table on Jan. 31, 2015, at the Orioles Fanfest. When entering, you will be asked to provide your name, city of residence, ZIP code, e-mail address and telephone number.

In the event of a dispute as to the identity of an entrant, entries will be declared made by the authorized account holder of the relevant email account. A potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder associated with a winning entry. Sponsor reserves the right, at any point, to confirm an entrant's eligibility to participate to Sponsor's sole satisfaction. An entrant may be asked to provide proof of age, residency, and identity upon request, and he/she will be deemed to have forfeited a prize if Sponsor, in its sole discretion, finds the proof unsatisfactory. Sponsor further reserves the right to disqualify any entrant whose behavior, past or present, Sponsor, in its sole discretion, deems to be inappropriate, a threat or danger to others and/or an embarrassment to Sponsor.

5. SELECTION OF WINNERS / PRIZES. On Feb. 9, 2015, one entry will be chosen randomly from entries submitted either online via the Share Your Story tab between Jan. 31, 2015 and Feb. 8, 2015 or by entry at Maryland Health Connection's table on Jan. 31, 2015, at the Orioles Fanfest.

The winner will be notified by e-mail within twenty-four (24) hours of being selected. The winner will receive one baseball bat autographed by Baltimore Orioles player Adam Jones.

In all cases, Sponsor reserves the right to request proof of residency and age and a winner will be deemed to have forfeited the prize if Sponsor, in its sole discretion, finds that the proof is unsatisfactory. If a potential winner cannot be reached within twenty-four (24) hours from initial notification attempt, if prize is returned as non-deliverable, or in the event of noncompliance with any of the requirements of these Official Rules, such prize will be forfeited, and time permitting, an alternate winner will be selected from all remaining eligible entries in accordance with these Official Rules. In order to receive the prize, an entrant may not be required to (a) purchase goods or services; (b) pay any money; or (c) submit to a sales promotion effort.

Approximate Retail Value ("ARV") of prize:

- Autographed Adam Jones baseball bat: \$300

PRIZE DOES NOT INCLUDE TRANSPORTATION, ACCOMMODATIONS, PARKING, TAXES, INSURANCE, SPENDING MONEY, BEVERAGES, FOOD, MERCHANDISE, ORIOLES FANFARE ADMISSION FEE OR ANY OTHER PERSONAL OR INCIDENTAL COSTS.

All expenses are each entrant's responsibility. Prizes may not be substituted, transferred or redeemed for cash, except by Sponsor, who reserves the right to substitute a similar prize of equal or greater value in its sole discretion.

6. SPONSOR'S OWNERSHIP AND PUBLICITY RIGHTS. Essays will be retained by Sponsor and will not be returned. By entering this Sweepstakes, you waive your rights in the essay you submit and assign all rights, title and interest in and to the essay, including, without limitation, copyrights, to Sponsor. Each entrant acknowledges and agrees that (i) Sponsor owns all essays submitted to it during this Sweepstakes and all ideas and material contained or depicted in/on the essays and Sponsor shall have the exclusive, unrestricted, perpetual, royalty-free, worldwide, freely assignable and irrevocable right to use, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, prepare derivative works from, perform, distribute, exhibit, broadcast, or otherwise exploit the contents of the essays, in whole or in part, in any form, media or technology, now known or hereafter developed, including, without limitation, radio, broadcast television and the Internet, for any purpose whatsoever, including, but not limited to, advertising, promotion, entertainment and commercial purposes, without any payment to, or further authorization by, the entrant; and (ii) Sponsor may assign all or any such rights to a assignee of its choosing. Although Sponsor shall have all such exclusive rights of ownership, it is not obligated to exercise these rights.

Each entrant further agrees that Sponsor has the unrestricted, irrevocable right, but not the obligation, to use the entrant's name, address, photograph, picture, likeness, moving image, voice, biographical material and personal information, whether in its original form as submitted in essay, or as altered, edited, lifted or reproduced by Sponsor and its subsidiaries, affiliates, representatives, agents and contractors and each of their respective owners, principals, directors, officers, employees, agents, representatives and contractors (collectively, with respect to each entrant, a "Essayist's Likeness"), in perpetuity throughout the world, whether in connection with the Sweepstakes or not, in any and all media (including broadcast television, radio and the Internet) now existing or hereafter discovered or developed, for any and all purposes including, without limitation, advertising, promotion, entertainment and commercial purposes, without additional consideration to, or further authorization by, the entrant. Each entrant represents and warrants that he/she has the right to grant to Sponsor all the rights granted in this Paragraph. Each entrant further agrees that (i) excepting his/her enjoyment of the essay in the privacy of his/her home, he/she may not use or permit others to use the essay without obtaining the prior written approval of Sponsor; and (ii) he/she will execute such further instruments and take any further acts as Sponsor may reasonably request in order to effectuate these terms.

7. LIMITATION OF LIABILITY. By participating in the Sweepstakes, each entrant agrees to release Sponsor, its subsidiaries, affiliates, representatives and agents and each of their respective owners, shareholders, principals, officers, directors, employees, representatives, agents and contractors and all others associated with the Sweepstakes (collectively, “the Releasees”), from any and all liability relating to or arising in any way from the Sweepstakes including, without limitation, the receipt, use or misuse of a prize or parts thereof, participation in or travel to the prize event, an entrant’s involvement in the creation of an essay and the Releasees’ review and use of an essay or Essayist’s Likeness, or any parts thereof, including, without limitation, liability (i) for death, personal injury and property damage; (ii) to any other persons, including, without limitation, liability arising from any claim relating to the breach or alleged breach of the representations and warranties an entrant is making in connection with the entrant’s submitted essay; (iii) arising from the online entry process, including damage to computers as a result of the entry process; or (iv) by virtue of any blurring, distortion, alteration or optical illusion that may occur, whether intentional or otherwise, in connection with the exercise of Sponsor’s rights hereunder. The Released Parties do not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any Prize, including, without limitation, quality, merchantability and fitness for a particular purpose. By accepting Prize, each winner understands and assumes the risks of attendance at public events. By submitting an essay, each entrant further agrees to indemnify the Releasees from any and all liability arising in any way from third party claims relating to the representations and warranties the entrant is making in connection with the Sweepstakes, the essay. The Releasees assume no responsibility for reviewing or using the essay, and each Entrant agrees that the Releasees are not liable for any similarities between the essay and future Sponsor products, programs, websites, publications marketing materials or advertisements. By participating in this Sweepstakes, each Entrant irrevocably agrees in all cases to waive any right that he/she may have to inspect and/or approve any use of his/her Likeness, essay or any related finished product or copy that may be used in connection with the same.

8. GENERAL TERMS AND CONDITIONS. Sponsor reserves the right, in its sole discretion, to withdraw or amend this Sweepstakes in any way, at any time, and without notice if any matter interferes with its conduct as contemplated by these Official Rules. All federal, state and local taxes are sole responsibility of winners. Incomplete entries will be disqualified. Releasees assume no responsibility for (i) lost, late, stolen, illegible, incomplete, damaged or misdirected entries; (ii) lost, interrupted or unavailable network, server or other connections, miscommunications, failed telephone or computer hardware or software transmissions or technical failures; or (iii) other errors or problems of any kind. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Sweepstakes should a problem beyond Sponsor’s

control corrupt its administration, security or proper play. Sponsor reserves the right to award the prizes from among the entries received prior to the date of suspension. If Sponsor determines that there is any suspected or actual tampering with the Sweepstakes, or if technical difficulties compromise the integrity of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to void any entries that appear to have been submitted fraudulently or to cancel or modify the Sweepstakes, in whole or in part. The decisions of Sponsor and all judges are final and binding in all respects.

9. DISPUTES: The Sweepstakes and these Official Rules are governed by, and will be construed in accordance with, the laws of the State of MARYLAND, and the forum and venue for any dispute shall be in BALTIMORE CITY, MARYLAND. As used in these Official Rules, a “claim” means a written demand or assertion by the entrant or the Sponsor seeking, as a legal right, the payment of money, adjustment, or interpretation of these Official Rules, or other relief, arising under or relating to these Official Rules or the Sweepstakes. When a claim cannot be resolved by mutual agreement, the entrant shall submit a written request to the executive director of the Maryland Health Benefit Exchange (the “Executive Director”). The decision of the Executive Director is final, and a review may be sought in Maryland State court. All proceedings brought pursuant to this paragraph will be conducted in the City of Baltimore, Maryland. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

10. WINNER LIST. For the name of the winner, available after March 1, 2015, visit the [Maryland Health Connection Facebook page \(facebook.com/MarylandConnect\)](https://www.facebook.com/MarylandConnect), or send a self-addressed, stamped envelope to be received by April 1, 2015 to: Winner’s List – MHC “#GetCoveredMD” Sweepstakes, 750 E. Pratt St., 16th Floor, Baltimore, MD 21202.

11. DATA COLLECTION. Sponsor collects personal information from you when you enter the Sweepstakes. See Sponsor’s privacy policy at MarylandHealthConnection.gov for information about how personal information may be used.

12. SPONSOR. This Sweepstakes is sponsored by the Maryland Health Benefit Exchange d/b/a Maryland Health Connection, 750 E. Pratt St., 16th Floor, Baltimore, MD 21202.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. By entering this Sweepstakes, you agree to completely release Facebook from all liability associated with this Sweepstakes and agree to the terms and conditions in these Official Rules. Entrants are providing information to Sponsor and not to Facebook.